

B240A (Form B240A) (04/10)

Check one.



Presumption of Undue Hardship



No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,  
Part II below, to determine which box to check.

## UNITED STATES BANKRUPTCY COURT

In re Jazzmyn M Flemmings  
*Debtor*Case No. 15-17283Chapter 7

## REAFFIRMATION DOCUMENTS

Name of Creditor: 21st Mortgage Corp

Check this box if Creditor is a Credit Union

## PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: mortgage/note  
*For example, auto loan*B. **AMOUNT REAFFIRMED:** \$ 179,108.08

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 06/01/2015, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 7.5144%.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate

Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

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D. Reaffirmation Agreement Repayment Terms (*check and complete one*):\$ 1644.21 per month for 344 months starting on 6-1-15.

Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

## E. Describe the collateral, if any, securing the debt:

Description:

Current Market Value

Mortgage / NOTE\$ 179,108.08

## F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?



Yes. What was the purchase price for the collateral?

\$ 368,000.00

No. What was the amount of the original loan?

\$ \_\_\_\_\_

## G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due ( <i>including fees and costs</i> )	\$ <u>179,108.08</u>	\$ <u>179,108.08</u>
Annual Percentage Rate	<u>7.5144</u> %	<u>7.5144</u> %
Monthly Payment	\$ <u>1644.21</u>	\$ <u>1644.21</u>

- H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

**PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

## A. Were you represented by an attorney during the course of negotiating this agreement?

Check one.



Yes



No

## B. Is the creditor a credit union?

Check one.



Yes



No

**PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES**

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 6/8/15 Signature [Signature]  
 Date \_\_\_\_\_ Signature \_\_\_\_\_  
 Debtor  
 Joint Debtor, if any

**Reaffirmation Agreement Terms Accepted by Creditor:**

Creditor Shawn Corp PO Box 477 Knoxville TN 37901  
 Print Name Address  
2151 Mort Gage Corp [Signature] 6-26-15  
 Print Name of Representative Signature Date

**PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)***To be filed only if the attorney represented the debtor during the course of negotiating this agreement.*

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date \_\_\_\_\_ Signature of Debtor's Attorney \_\_\_\_\_  
 Print Name of Debtor's Attorney \_\_\_\_\_

B 27 (Official Form 27) (12/13)

## UNITED STATES BANKRUPTCY COURT

District of Maryland

Jazzmyn M. Flemmings

In re \_\_\_\_\_  
Debtor

Case No. 15-17283

Chapter 7

## REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: 21st Mortgage Corp
2. Amount of the debt subject to this reaffirmation agreement:  
\$ 179,108.08 on the date of bankruptcy \$ 179,108.08 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 7.51 % prior to bankruptcy  
7.51 % under reaffirmation agreement ( ☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$ 1,644.21 per month for 344 months
5. Collateral, if any, securing the debt: Current market value: \$ 179,108.08  
Description: \_\_\_\_\_
6. Does the creditor assert that the debt is nondischargeable? ☐ Yes ☒ No  
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

## Debtor's Schedule I and J Entries

- 7A. Total monthly income from \$ \_\_\_\_\_  
Schedule I, line 12
- 8A. Total monthly expenses \$ \_\_\_\_\_  
from Schedule J, line 22
- 9A. Total monthly payments on \$ \_\_\_\_\_  
reaffirmed debts not listed on  
Schedule J

Debtor's Income and Expenses  
as Stated on Reaffirmation Agreement

- 7B. Monthly income from all \$ 4,347.70  
sources after payroll deductions
- 8B. Monthly expenses \$ 4,713.00
- 9B. Total monthly payments on \$ \_\_\_\_\_  
reaffirmed debts not included in  
monthly expenses
- 10B. Net monthly income \$ \_\_\_\_\_  
(Subtract sum of lines 8B and 9B from  
line 7B. If total is less than zero, put the  
number in brackets.)

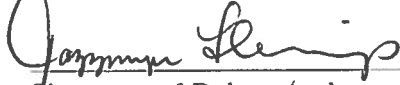
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11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.



Signature of Debtor (only required if  
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only  
required if line 11 or 12 is completed)

### Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?


\_\_\_\_ Yes      \_\_\_\_ No


If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?

\_\_\_\_ Yes      \_\_\_\_ No

### FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print/Type Name & Signer's Relation to Case Creditor